

AGREEMENT

between

CITY OF BOSTON

and

NATIONAL CONFERENCE OF FIREMEN
AND OILERS, LOCAL 3, AFL-CIO

July 1, 2002 - June 30, 2006

Property & Construction Management Department
(Steam Firemen, Power Plant Engineers)

An Integrated Document
Produced by the City of Boston Office of Labor Relations

INDEX

<u>ARTICLE</u>	<u>PAGE</u>
I. Persons Covered by this Agreement	3
II. Non-Discrimination	5
III Payroll Deduction of Association Dues	6
IV Payroll Deduction of Agency Service Fee	6
V Management Rights	7
VI Discipline and Discharge	8
VII Grievance Procedure	10
VIII No-Strike Clause	14
IX Stability of Agreement	15
X Hours of Work and Overtime	16
XI Temporary Service in a Lower or Higher Position	18
XII Holidays	21
XIII Vacation Leave	23
XIV Sick Leave	27
XV Other Leaves of Absence	31
XVI Safety and Health	36
XVII Miscellaneous	36
XVIII Performance Appraisal	40
XIX Compensation	41
XIXA Dental/Vision	49
XX Drug Testing Policy	50
XXI Duration of Agreement	57

AGREEMENT

THIS AGREEMENT made under Chapter 150E of the General Laws, by and between the City of Boston, hereinafter called "the City" or "the Municipal Employer", acting by and through its Mayor or its Office of Labor Relations, and the National Conference of Firemen and Oilers, Local 3, AFL-CIO, hereinafter called "the Union". The parties agree to act at all times in such a manner as to insure proper dignity and respect for all City employees and for the City residents they serve.

WITNESSETH:

ARTICLE I

EMPLOYEES COVERED BY THIS AGREEMENT

Section 1 The Municipal Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining relative to wages, hours and other conditions of employment, of all employees employed in the service of the City in the following positions classified in Schedule B constituting a part of the COMPENSATION PLAN EFFECTIVE MARCH 6, 1963 FOR CERTAIN EMPLOYEES OF CITY OF BOSTON, hereinafter called "the 1963 Plan":

- * Steam Fireman
- * Steam Fireman (Hospital Department)

- * Steam Fireman (Incinerator)
- * Third-Class Stationary Engineer
- * Third-Class Stationary Engineer (Hospital Department)
- * Third-Class Stationary Engineer (New City Hall)
- * Second-Class Stationary Engineer
- * Second-Class Stationary Engineer (Hospital Department)
- * Second-Class Stationary Engineer (New City Hall)
- * Chief Power Plant Engineer,
- * Chief Power Plant Engineer, City Hall (New)
- * Assistant Chief Power Plant Engineer,
Department of Health and Hospitals
- * Chief Power Plant Engineer,
Department of Health and Hospitals
- * Chief Power Plant Engineer,
Long Island Chronic Disease Hospital
- * Chief Power Plant Engineer,
Mattapan Chronic Disease Hospital

and excluding all other employees.

Section 2 All employees who are required to operate, maintain, and / or repair equipment in the municipal employer's buildings, such as boilers, or auxiliary heating equipment shall be a Licensed Steam Fireman.

The buildings with generators, evaporators, air conditioners, absorbers and compressors shall be required to have employees with stationary engineer licenses available on all shifts.

Approved H.V.A.C. training and expertise may also be required where new technology requires new or increased skills from employees.

ARTICLE II

NONDISCRIMINATION AND AFFIRMATIVE ACTION

Section 1 The City and the Union agree not to discriminate against any employee because of race color, religion, creed, ancestry, national origin, military status, sexual preference, age, physical or mental handicap, parental status, marital status, union activity and membership or nonmembership in the Union.

Section 2 The City and the Union recognize that a policy of non-discrimination by itself, however, is not sufficient to erase the effects of past employment practices which, regardless of their intent, may prevent the equitable representation in the workforce of minorities, women and disabled employees. Toward that end, the Union recognizes the City of Boston Executive Order on Affirmative Action which calls for the aggressive recruitment, hiring and promotion of minorities, women and disabled persons. In addition, the Union recognizes the City's right to consider affirmative action concerns when evaluating qualified applicants for hiring, training or promotion.

ARTICLE III

PAYROLL DEDUCTION OF UNION DUES

In accordance with the provisions of Section 17A, Chapter 180 of the General Laws (Chapter 740 of the Acts of 1950), accepted by the City Council of the City of Boston on January 15, 1951, and approved by its Mayor on January 17, 1951, union dues shall be deducted weekly from the salary of each employee who executes and remits to the Municipal Employer a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

ARTICLE IV

PAYROLL DEDUCTION OF AGENCY SERVICE FEE

Section 1 Pursuant to Massachusetts General Laws Chapter 150E, Section 12, to assure that employees covered by this Agreement shall be adequately represented by the Union in bargaining collectively on questions of ages, hours and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining Agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, the sum of two

dollars and fifty cents (\$2.50) per week, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. The Union certifies that this collective bargaining Agreement is formally executed pursuant to a vote of a majority of all employees in the bargaining unit.

Section 2 The Union agrees to indemnify the Municipal Employer for damages or other financial loss which the Municipal Employer may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Municipal Employer's compliance with Section 1 of this Article.

ARTICLE V

MANAGEMENT RIGHTS

Section 1 The Municipal Employer shall not be deemed to be limited in any way by this Agreement in the performance of the regular and customary functions of municipal management, and reserves and retains all power, authority and prerogatives including, without limitation, the exclusive right of the appointing authority to issue reasonable rules and regulations governing the conduct of his/her Department, provided that such rules and regulations are not inconsistent with the express provisions of this Agreement.

Section 2 Subcontract Clause. The Municipal Employer reserves and retains the right to contract out work or subcontract out work. Pursuant to the exercise of such right, no employee shall be laid off if there is available work in the same position or in a similar position which he/she is qualified to fill and is eligible to fill under Civil Service law and rules.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 1 No employee who has completed his/her probationary period as described in Section 2 shall be disciplined, suspended, demoted or discharged except for just cause. Any period or periods during the first six (6) months of service for which an employee is not paid (including as little as one (1) day) shall extend the probationary period by that amount of time. For the purpose of treating employees equitably who are working at less than a full-time capacity, the probationary period for such employees shall be considered complete after the employee has actually worked 910 hours (35 hours per week for 26 weeks). Any employee's probationary period may be extended at the discretion of the City up to a maximum of three (3) months of actual work. The employee will be notified in writing of the length and reason for the extension. An employee who appeals his/her suspension or discharge under Civil Service Law, Retirement Law or the

Massachusetts Commission Against Discrimination (“MCAD”), shall not have access for such grievance under the contract grievance and arbitration procedure.

When an employee who is eligible to appeal his/her grievance under Civil Service or otherwise the preceding sentence elects to proceed under the grievance and arbitration procedure with the Union's approval, such dispute may be processed under the contract grievance and arbitration procedure, in which case the contract grievance and arbitration procedure shall be the exclusive procedure for resolving such grievance in accordance with General Laws, Chapter 105E, Section 8.

In the event of group discipline arising out of the same incident, the dispute shall not be processed under the contract grievance and arbitration procedure all the employees subject to the group discipline so elect to proceed thereunder.

Section 2 The probationary period shall be the first six months of continuous active service of an employee in the bargaining unit. Any employee provisionally promoted, provisionally appointed, or placed in a new position in the bargaining unit, shall serve a separate six (6) month evaluation period during which the Appointing Authority, at his/her discretion, may return him/her to his/her same or similar position.

Section 3 The City agrees to apply the concept of progressive discipline in case of discipline and discharge except in the most serious cases.

Section 4 An employee whose office or position is neither classified nor deemed to be classified under Civil Service law and rules who has completed his six-month probationary period, shall not be discharged except for just cause.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 1 Only matters involving the question whether the Municipal Employer is complying with the express provisions of this Agreement shall constitute grievances under this Article.

Section 2 Grievances shall be processed as follows:

Step #1. The Union representative, with or without the aggrieved employee, shall present the grievance orally to the employee's immediate superior outside of the bargaining unit, who shall attempt to adjust the grievance informally.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the Appointing Authority or his/her delegate in the department in which the aggrieved employee serves. The Appointing Authority or his/her delegate shall schedule a hearing on the grievance within three (3) working days after

he/she receives it and shall issue his/her written answer thereto within three (3) working days after the hearing.

Step #3. If the grievance is not resolved at Step #2 within six (6) working days, the grievance may be submitted to the City's Office of Labor Relations which shall schedule a hearing within ten (10) working days after it receives the grievance. Conducting the hearing shall be one or more of the staff of the Office of Labor Relations. In addition, the Municipal Employer's committee to hear grievances may include such other persons as the Office of Labor Relations may from time to time designate.

Step #4. If the grievance is not resolved at Step #3 within fifteen (15) working days, the Union, and only the Union, may submit the grievance to arbitration. Such submission to arbitration must be made within thirty (30) days after the expiration of the 15 working days referred to herein. The arbitrator shall be selected by the mutual agreement of the parties. If the parties fail to agree on a selection in the first instance, the American Arbitration Association shall be requested to provide a panel of arbitrators from which a selection shall be made. Expenses for the arbitrator's services shall be shared equally by the parties. The parties agree in principle to use the expedited arbitration procedure of the American Arbitration Association whenever feasible.

Section 3 Written submission of grievances at Step #2 shall be in not less than triplicate in not less than triplicate, on forms to be agreed upon jointly, and shall be signed by the representative of the Union filing the grievance. If a grievance is adjusted at any step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Municipal Employer's representative and the Union representative reaching the adjustment. At any step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Municipal Employer's representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

Section 4 A grievance shall be deemed waived if:

(a) not presented in writing at Step #2 within ten (10) working days of the occurrence, or failure of occurrence, whichever may be the case, of the incident upon which the grievance is based;

(b) not presented at Step #3 within ten (10) days after presentation of Step #2;

(c) not submitted to arbitration within forty-five (45) days, after presentation at Step #3. (See Step #4, Section 2 of this Article.) "Submission to

arbitration" means a letter to American Arbitration Association, with a copy to the Office of Labor Relations.

Section 5 A written list of Union stewards and other representatives in each department shall be furnished to the Appointing Authority immediately after their designation, and the Union shall notify the Appointing Authority of any changes.

Subject to the operating needs of each department, determined by the Appointing Authority, leave of absence without loss of pay will be permitted for reasonable time for the processing of grievances by one employee's representative on each shift.

Section 6 Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any grievance hereunder.

Section 7 The arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall submit in writing his decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practicable thereafter, unless extended by mutual consent. The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement.

Section 8 Any matter which is subject to the jurisdiction of the Massachusetts Commission Against Discrimination (“MCAD”), the Equal Employment Opportunity Commission (“EEOC”), the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder. Complaints by Civil Service employees that they are being required by the Appointing Authority to perform work outside their job descriptions shall be referred to the Supervisor of Personnel prior to making complaint to the Director of Civil Service.

ARTICLE VII

NO-STRIKE CLAUSE

Section 1 No employee covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of service. The Union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown, or withholding of services.

Section 2 Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slowdown, or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services and shall refuse to recognize any picket line

established in connection therewith, and failure to comply will result in waiver of the just cause provision of the Agreement. Furthermore, at the request of the Municipal Employer, the Union shall take all reasonable measures to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 3 In consideration of the performance by the Union of its obligations under Section 1 and 2 of this Article, there shall be no liability on the part of the Union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreements contained in this Article by individual members of the Union.

ARTICLE IX

STABILITY OF AGREEMENT

Section 1 No agreement, understanding, alteration or variation of the agreements' terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the City's Office of Labor Relations and the Union.

Section 2 The failure of the Municipal Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right

of the Municipal Employer or of the Union to future performance of any such term or condition, and the obligations of the Union and the Municipal Employer to such future performance shall continue in full force and effect.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1 The regular workweek shall consist of five (5) eight-hour days between any Wednesday and the following Tuesday, inclusive.

Section 2 All authorized overtime service in excess of the regular workday or the regular workweek shall be compensated on a time-and-one-half basis. However, work performed on the seventh day shall be compensated at double time.

Section 3 An employee shall not be denied overtime compensation for authorized overtime service, as specified in Section 2 of this Article, by reason of authorized absence during the week in which such overtime service is performed. However, in the event of unauthorized absence in the week in which overtime service is performed, or in the event of absence without pay by reason of disciplinary action, such employee shall be compensated for such overtime service on a straight-time basis only.

Section 4 Employees shall not accept compensatory time off in lieu of monetary compensation for overtime work.

Section 5 Overtime work shall be distributed as equitably as possible. A list of all eligible employees shall be posted in a conspicuous place, and kept up-to-date, by the Municipal Employer. For the purpose of a regular rotation of overtime opportunities, but for such purpose only, overtime work refused shall be considered as overtime actually worked.

Section 6 In the event an employee reports to his/her regular place of work at his/her regularly scheduled time and is sent home for lack of work, he/she shall be entitled to a day's pay.

Section 7 All employees' work schedules shall provide for a 15-minute rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible. The present practice with respect to wash-up time shall continue in force for the duration of this Agreement.

Section 8 If an employee who has left his/her place of employment after having completed work on his/her regular shift is called back to work, he/she shall be paid for each hour worked on a time-and-one-half basis, and in no event shall he/she receive less than four (4) hours' pay on a straight-time basis.

Section 9 All employees shall be scheduled to work on regular work shifts, and each work shift shall have a regular starting time and quitting time. Work schedules shall be posted on all department bulletin boards at all times. Employees shall be given reasonable notice of any change in their work schedule.

Section 10 The Municipal Employer agrees to give the Union reasonable notice of any proposed change in scheduled work shifts and an opportunity to discuss the proposed change. In the event of failure to agree on this proposed change, the Municipal Employer shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

Section 11 All overtime shall be paid no later than the third payroll week following the month in which such overtime was earned.

Section 12 The City agrees not to transfer employees for disciplinary reasons except in accordance with Article VI.

ARTICLE XI

TEMPORARY SERVICE IN A LOWER OR HIGHER POSITION

Section 1 While an employee is performing, pursuant to assignment, the duties of a position classified in a grade lower than the grade of the position in

which he/she performs regular service, he/she shall be compensated at the rate of pay for the grade of the position in which he/she performs regular service.

Section 2 Compensation for Work in a Higher Classification.

An employee who is performing, pursuant to assignment, temporary service in a position classified in a grade higher than the grade of the position in which he/she performs regular service, other than for the purpose of filling in for an employee on vacation, shall, commencing with the sixth consecutive day of actual service in such higher position, be compensated for such service at the rate to which he would have been entitled had he been promoted to such position.

Any remedy based on a grievance filed under this Section shall be limited in effect to a period not to exceed five (5) days prior to the date of the filing of the grievance in writing.

Section 3 When there is an existing Civil Service list for a higher position to be filled on a temporary basis, the selection of an employee to perform temporary service in such higher position shall be made in accordance with Civil Service rules.

Section 4 When there is no existing Civil Service list for the position to be filled temporarily, the selection of an employee to perform service in such higher position shall be made on the basis of qualifications and ability; and where qualifications and ability are substantially equal, seniority as defined under Civil

Service law and rules shall be the determining factor. The Appointing Authority's decision shall not be made arbitrarily, capriciously or unreasonably. In the event that the senior applicant(s) for the position is(are) not selected, the Appointing Authority shall, upon request by the Union, submit reasons in writing why said employee(s) was(were) not selected to fill the position. Any dispute hereunder shall be subject to the grievance and arbitration procedure.

Section 5. In the event of a permanent vacancy, the appointing authority will first attempt to fill the vacancy by lateral transfers based on seniority and then follow the procedure set forth below.

(a) If the vacancy cannot be filled by a permanent transfer, then the Appointing Authority may fill the vacancy with a provisional promotion. The Personnel Division shall either post the vacancy for ten (10) consecutive working days in the department and employing units in which bargaining unit personnel are employed and send the notice, receipt requested, to the Local of the bargaining unit which is located at P.O. Box 290423, 4 Bunker Hill Industrial Park, Charlestown, MA 02129. Promotional examination shall be made known in the same manner as provisional promotions.

(b) On the poster the appointing authority shall specify the job classifications eligible to fill the position. (His/her decision as to eligible classifications of employees shall be subject to Civil Service law and rules and

shall not be a subject of grievance or arbitration.) The posting shall also specify the duties of the position and the location of the position.

(c) The selection of an employee for provisional promotion shall be made from among the eligible bidders in the manner specified in Section 4 of this Article. Notice of selection shall be posted on the original poster at the time the selection is made.

Section 6 A complaint by an employee who is junior to the employee selected under Section 4 or Section 5 of this Article shall not be a subject of grievance or arbitration.

ARTICLE XII

HOLIDAYS

Section 1 The following days shall be considered holidays for the purposes enumerated below:

New Year's Day	Bunker Hill Day
Martin Luther King, Jr. Day	Independence Day
Washington's Birthday	Labor Day
Evacuation Day	Columbus Day
Patriots' Day	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

If the Holiday falls on a Saturday, it will be observed on the preceding Friday. If the Holiday falls on a Sunday, it will be observed on the following Monday.

Section 2 If an employee is not required to work on any of holidays listed in Section 1 of this Article which falls on his/her regular workday, he/she shall nevertheless be paid his/her regular weekly compensation for the workweek in which the holiday falls. If in the course of his/her regular service an employee is required to work on any of the holidays listed in Section 1 of this Article, or if the holiday falls during the employee's vacation or his/her regular day off, shall receive, in addition to his/her regular compensation, either an additional day off or an additional day's pay on a straight-time basis.

Section 3 Notwithstanding any provision of this agreement to the contrary, the City reserves and retains the right to determine whether an employee who works on a holiday shall receive additional time off or additional pay.

Section 4 A Department Head/Supervisor may request that an employee, who utilized sick leave on the day before or the day after a holiday, provide a signed statement from a physician, nurse practitioner or other health care provider confirming the necessity for such absence prior to the granting of Holiday pay. Should such an employee refuse or otherwise fail to provide such a statement, that employee shall not be paid for the Holiday on which he/she called in sick on the day before or after.

ARTICLE XIII

VACATION LEAVE

Section 1 The "vacation eligibility year" shall be the twelve (12) months preceding January 1st.

Section 2 Vacation leave shall be calculated as follows:

(a) An employee who starts 6 months work before July 1 shall receive one week vacation during his/her first calendar year of employment and only upon completion of six months of service. Continuing thereafter, vacation shall be calculated pursuant to the schedule in Section 2(c) below.

(b) An employee who starts work after July 1st shall not receive any vacation during his/her first calendar year of employment. Thereupon and upon completion of six months service, vacation leave shall be calculated pursuant to the schedule in Section 2(c) below.

(c) For all employees not in their first calendar year of employment, vacation leave shall be calculated pursuant to the following schedule:

<u>Length of Service Completed as of January 1</u>	<u>Vacation Entitlement in Next Calendar Year</u>
Less than six (6) months	one (1) week
More than six (6) months, but less than four (4) years	two (2) weeks

<u>Length of Service Completed as of January 1</u>	<u>Vacation Entitlement in Next Calendar Year</u>
More than for (4) years, but less than nine (9) years.	three (3) weeks
More than nine (9) years, but less than fourteen (14) years.	four (4) weeks
More than fourteen (14) years but less than thirty (30) years	five (5) weeks
More than thirty (30) years	six (6) weeks

Section 3 For the purpose of determining vacation leave under Section 2(c) of this Article, service within the Commonwealth of Massachusetts, the City of Boston, or the County of Suffolk shall be included in computing length of service. However, the number of years computed and credited shall be capped at nine (9) years.” All members of the bargaining unit who are on the payroll as of the effective date of this Agreement, which shall be complete upon execution by the Mayor, shall be exempt from the terms of this provision.¹

Section 4 The Appointing Authority may grant during any calendar year a one-week vacation to any employee covered by this Agreement who for any reason is not entitled to vacation leave under Section 2 of this Article; provided that on January 1 of such year such employee has been continuously in active service for at least five months.

Section 5 An employee may secure the benefits of Sections 2 of this Article only during active service; and no rights under said Sections shall accrue to an employee in the event of the termination of his/her employment before the vacation leave therein authorized has been actually taken, except as specifically provided in Sections 6 and 7 of this Article.

For the purpose of computing "actual work" under Section 2 of this Article, up to eight (8) weeks may be counted during the vacation eligibility year for any of the following causes:

Vacation leave	up to four (4) weeks
Disability leave (Workmen's Compensation)	up to four (4) weeks
Military Reserve annual active duty leave	up to four (4) weeks

Section 6 If during the vacation eligibility year (prior to January 1) the employment of an employee who has actually worked for the Municipal Employer for thirty (30) weeks in the aggregate since January 1 of the preceding year and who is entitled to vacation leave under Section 2 of this Article is terminated for a reason other than death, retirement, or discharge for cause, such employee shall be paid an amount in lieu of vacation leave prorated in the proportion that the

¹ The current NCFO members are: James Kearns, Dennis Sholes, Peter Millerick, Mark Mulkern, Charles P. Leahy, Michael Keogh, John Hickey, and John A. Gleeson.

number of months of service since January 1 of the preceding year (including the month in which employment is terminated) bears to twelve.

Section 7 If the employment of any employee entitled to vacation leave under Section 2 of this Article, is terminated by death or retirement without the employee having been granted such vacation, such employee, or, in the case of his death, the employee's estate, or as provided in Section 111I of Chapter 41 of the General Laws, the employee's surviving spouse or next of kin shall be paid an amount in lieu of such vacation; provided, that no monetary or other allowance has already been made therefor, and provided, further, if the employment is terminated by death or retirement before January 1, that the employee has actually worked for the Municipal Employer for thirty (30) weeks in the aggregate since December 31 of the preceding year.

Section 8 Immediately prior to departure on vacation leave, an employee will be permitted to be advanced vacation pay allowance up to his maximum vacation leave entitlement under this Article, provided that when the employee is departing on a vacation leave period which is less than his full vacation leave entitlement, the advancement shall not exceed the vacation pay allowance for such vacation leave period.

Section 9 Vacation leave shall be taken at such time as, in the opinion of the Appointing Authority, will cause the least interference with the regular work of

his Department. Subject to the preceding sentence, vacation leave selection shall be determined by seniority. Vacation leave may be taken from January 1st to December 31st subject to the operating needs of the Department and secondly at the discretion of the Appointing Authority.

(1) Vacation leave may not be taken on the following holidays: Thanksgiving Day, Christmas Day, and New Year. Watch firemen and engineers may not take vacation leave during these days if it would require any of the spare firemen or engineers to fill in for them.

ARTICLE XIV

SICK LEAVE

Section 1 Every employee covered by this Agreement who has completed six (6) months of continuous service for the Municipal Employer shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness (which term, as here used, shall not be deemed to include pregnancy) or by injury or exposure to contagious disease or by the serious illness or death of a member of the employee's immediate family.

Sick leave shall accrue at the rate of 1 ¼ dates for each month of actual service, not to exceed fifteen (15) working days in any calendar year. Employees shall not be credited with fifteen (15) days' sick leave as of January I of any year,

in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement and not used in the current year, may be accumulated for use in a subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 2 A day shift employee calling in sick must call in one (1) hour before his/her watch is to begin. Afternoon and night watch must call in two (2) hours prior to start of shift. Employees returning to work must call in the day prior to returning to work. When he is reporting back over the weekend, he must notify his employer by noontime Friday. If the employer assigns a relief employee because he/she was not notified the employee was returning to work, he/she does not have to pay the sick employee for that shift.

Section 3 The Appointing Authority may require an employee who seeks to return to work after a leave of absence for sickness or other cause to be examined by the Medical Advisor to the Workmen's Compensation Agent, prior to the employee's reinstatement to active service. No employee shall suffer loss of pay for lapse of time between the date he reports for work after a sick leave of absence and the date of examination by the said Medical Advisor if: (a) the employee reports for work with a doctor's certificate certifying that the employee is able to

work in the position in which he was performing regular service, and (b) said Medical Advisor approves such certificate.

Section 4 An employee on leave because of an occupational disability may take such of the sick leave allowance to which he is entitled under this Article as, when added to the amount of any disability (Workmen's) compensation, will result in the payment to him of his full salary for any particular workweek.

The Municipal Employer agrees to support legislation authorizing it to pay such amount of compensation as, when added to the amount of an disability (Workmen's) compensation, will result in payment of a full week's salary to an employee who is on leave because he was injured in the line of duty as a result of violence by a patient or person in lawful custody.

Section 5 Up to five (5) days' sick leave credit will be restored to an employee' restored to an employee's accumulated sick leave when such employee has used sick leave allowance between date of injury on the job and date disability (Workmen's) compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to date disability as incurred.

The City agrees to support legislation to broaden the statutory coverage provided for injuries incurred in the line of duty.

Section 6 An annual report of sick leave shall be made available upon request.

Section 7 Annual Redemption of Sick Leave. An employee who has used fewer than five (5) sick days in the twelve-month period ending December 31 of any year in which this Agreement is in effect lump-sum cash payment may elect to redeem sick days in a lump-sum accordance with the following schedule:

<u>Sick Days Used</u>	<u>Cash Redemption</u>
0	5 days' pay
1	4 “ “
2	3 “ “
3	2 “ “
4	1 “ “
5	0 “ “

The per diem rate will be the employee's rate on December 31 as specified in the Pay Schedule, Article XVIII.

During January the City will notify each qualifying employee of his redemption options. An employee may elect to redeem all or part of his entitlement in full days. Unredeemed sick leave days will be accumulated in the normal manner.

Section 8 Employees may use four (4) sick days as personal days per year. Employees who elect to use all or part of these days shall lose the equivalent from his/her annual redemption of sick leave.

Section 9 As of the effective date of the retirement of an employee from City service, the City shall redeem a percentage of the employee's accrued but unused sick leave.

The City shall redeem no more than ten percent (30%) of the total accumulative sick leave at a rate of pay which is the average of the employee's rate of pay for the last three (3) years of service.

ARTICLE XV

OTHER LEAVES OF ABSENCE

Section 1 Subject to the operating needs of each department, determined by the appointing authority, leave of absence without loss of pay will be permitted for the following reasons:

(a) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a pallbearer, escort, bugler, or member of a firing squad or color detail, at the funeral or memorial services of a veteran, as so defined, or of any person who dies under other than dishonorable

circumstances while serving in the armed services of the United States in time of war or insurrection;

(b) Attendance by an employee who is a veteran as defined in Section 21, Chapter 31, of the General Laws as a delegate or alternate to state or national conventions of certain veterans' organizations as designated from time to time, during the life of this Agreement, by the Mayor;

(c) Attendance by employees, who are delegates or alternates, at the annual convention of the Massachusetts State Labor Council;

(d) Prophylactic inoculation required by the Municipal Employer;

(e) Red Cross blood donations, if made on the premises of the department in which an employee requesting such leave serves;

(f) Promotional examinations conducted under Civil Service law and rules for promotion to any position in the service of the Municipal Employer;

(g) Medical examinations for retirement purposes;

(h) Attendance at hearings in Workmen's Compensation cases as the injured person or as a witness. Any witness fees received by such injured person or witness shall be remitted to the Municipal Employer;

(i) Voting time up to a maximum of two (2) hours for voting in a state, municipal or other election provided that the hour of opening and closing

the polls in the city or town in which an employee is registered to vote would preclude him from voting outside regular working hours, taking into consideration travel time from the polls to his regular place of employment, or vice versa;

(j) Reasonable time for the processing of grievances by one employee's representative on each shift. The Union shall provide and keep updated a list of such representatives;

(k) Attendance at educational programs required or authorized by the Municipal Employer; and

(l) Emergency medical treatment for employees injured during performance of assigned work. Employees who have returned to regular duty or to light duty after having been injured during performance of assigned work will be permitted reasonable time off without loss of pay for the purpose of attending follow-up physician's appointments which cannot be scheduled during off-duty hours.

Section 2 Military Leave Every employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with Section 49 of Chapter 33 of the General Laws, leave of absence with pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

Section 3 Jury Duty Every employee covered by this Agreement who is required to serve on a jury shall be granted leave of absence, without loss of pay. Upon presentation of satisfactory evidence relating to jury service and payment therefor, the Municipal Employer will pay such employee such sum of money as, when added to the amount received by such employee as compensation for jury service, shall result in the payment to him for his full salary for any particular workweek.

Section 4 Bereavement Leave In the event of the death of a spouse, father, father-in-law, other, mother-in-law, brother, brother-in-law, sister, sister-in-law, child, grandparent, grandchild or member of the immediate family (for a period of six months or more) in the immediate family of an employee with six or more months of continuous active service and who is in active service at the time of such death, such employee shall be entitled to receive up to three working days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.

If an employee entitled to leave without loss of pay under this section requires additional leave for such purposes, or in the event of a death in the immediate family of an employee not entitled to leave without loss of pay under this Section, leave for such purposes shall be deducted from sick leave allowance, if any.

Section 5 Pregnancy / Maternity Leave Whenever a female employee shall become pregnant, she shall furnish the appointing authority with a certificate from her physician stating the expected date of her delivery. She may continue to work so long as her physician certifies that she is able to do so. Maternity leave without pay shall be granted, commencing with cessation of actual work under the preceding sentence, for a period not to exceed six (6) months after date of delivery.

Section 6 If a skeleton force is declared by the Mayor, then all employees within the City will be treated equally (i.e. if some employees within a given Department get time off, all the other employees within the bargaining unit in that Department will be given an equal amount of time off within thirty (30) days thereafter).

Section 7 One week without pay shall be granted an employee who wishes to attend to the introduction of a new family member. Such unpaid leave may be extended to a second week at the discretion of the Appointing Authority. Such leave shall not adversely affect seniority or vacation credits.

ARTICLE XVI

SAFETY AND HEALTH

Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unsafe or unhealthy working conditions shall be brought immediately to the attention of the employee's superior and shall be a subject of grievance hereunder.

The Municipal Employer and the Union shall establish a joint safety committee consisting of representatives of each party in each department for the purpose of promoting sound safety practices and rules.

ARTICLE XVII

MISCELLANEOUS

Section 1 Bulletin board space will be provided for Union announcements. Such announcements shall not contain anything political, denunciatory, or

inflammatory; nor anything derogatory of the Municipal Employer or any of its officers or employees. Any Union-authorized violations of this Section shall entitle the Municipal Employer to disregard its obligations under this Section.

Section 2 Employee Files (a) No material originating from the Municipal employer derogatory to an employee's conduct, service, character or personality shall be placed in the personnel files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed. Such signature does not necessarily indicate agreement with its contents, but merely signifies that the employee has read the material to be filed.

(b) The employee shall have the right to answer any material filed and his answer shall be attached to the file copy.

(c) Any employee shall have the right, on request at reasonable times, to examine all material in his personnel file which is neither confidential nor privileged under law, in the presence of an officer in the Personnel Office. A copy of any such material shall be furnished the employee at his request.

Section 3 Should any provision of this Agreement be held unlawful by a court of administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

Section 4 As soon as practicable after the execution of this contract, the City agrees to take steps to provide each employee with two (2) work uniforms.

Section 5 The City agrees to compensate employees in an amount not to exceed five hundred dollars (\$500.00) in any year for courses and seminars provided that they are authorized, required and job related. The employees must notify the City in advance of taking such course and receive approval in writing.

Section 6 The City will provide two sets of foul weather gear at each worksite.

Section 7 All employees hired after July 1, 1990 shall be subject to the Boston Residency Ordinance, (Ord. 1976, c. 9 as amended). All employees hired prior to the July 1, 1990 date shall not be subject to the Ordinance.

Section 8 The City shall conduct, and the Union cooperate in comprehensive job evaluation and reclassification study having as one of its purposes an analysis of the issues surrounding the concept of pay equity. Any change in a bargaining unit employee's salary as a result of said classification study shall be the subject of future negotiations between the parties.

Section 9 The Municipal Employer agrees to extend the letter of intent agreed to in the Memorandum signed in 1984 regarding the closing of City facilities or transfer of County facilities.

Section 10 The City shall make a good faith effort to provide each employee with a summer and winter jacket.

Section 11 Seniority and Layoff. Seniority shall be defined as length of total continuous service with the City or the County.

The order of layoff shall be determined by an employee's seniority date in the order of least seniority first.

Provisional employees shall be laid off prior to any permanent employees, according to their longevity date or date of hire.

A recall list shall be established for permanent and provisional employees who request recall. The list shall be maintained for 2 years. An employee must indicate in writing to the Appointing Authority his desire to be maintained on a recall list.

Section 12 The City agrees that the Chief Power Plant Engineer shall not stand a watch, except in situations that are determined to be emergencies.

Section 13 The City agrees to reimburse employees for the fees for any license which is a requirement for the employee's position.

ARTICLE XVIII

PERFORMANCE APPRAISAL

Section 1 A performance appraisal system shall be established by the County/City and/or its various departments. The purpose of this system shall be to appraise the performance of all employees covered by this agreement.

Section 2 All appraisals shall be in writing and shall be included in the employee's official personnel file. The evaluations will be performed by the Appointing Authority or his/her designee. The parties also recognize that, where practicable, evaluations should be performed by those persons who supervise the employee that is being evaluated.

Section 3 The evaluating criteria used in the performance appraisal system shall be as objective and job related as is practicable. Each employee shall be evaluated at least once a year but not more than twice in one year.

Section 4 The employee and the person responsible for conducting the evaluation shall sign the performance appraisal form. If the employee disagrees with the results of the evaluation, he/she may file a written rebuttal statement. This statement shall be affixed to the form.

Section 5 No performance appraisal format may be used by an Appointing Authority without the approval of the Office of Personnel Management of the City of Boston.

Section 6 An employee may file a grievance based on a performance appraisal when discipline is issued as a result of a performance appraisal. A poor evaluation shall not be considered discipline.

ARTICLE XIX

COMPENSATION

Section 1 The pay scale shall be amended as follows:

A two percent (2%) salary increase effective July 6, 2002;

A two percent (2%) salary increase effective July 5, 2003;

A two and one-half percent (2.5%) salary increase effective October 2, 2004;

A two and one-half percent (2.5%) salary increase effective October 1, 2005; and

A one percent (1%) salary increase effective June 30, 2006.

Salary Plan	Grade	Effective 7/6/02					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
SF	11						
	hourly	\$ 14.55	\$ 15.15	\$ 15.85	\$ 16.58	\$ 17.35	\$ 17.70
	weekly	\$ 581.96	\$ 606.20	\$ 633.99	\$ 663.02	\$ 694.12	\$ 708.00
	annual	\$30,261.73	\$31,522.33	\$32,967.22	\$34,477.04	\$36,094.07	\$36,816.23
SF	13						
	hourly	\$ 16.58	\$ 17.35	\$ 18.16	\$ 19.01	\$ 19.89	\$ 20.29
	weekly	\$ 663.02	\$ 694.12	\$ 726.29	\$ 760.38	\$ 795.72	\$ 811.64
	annual	\$34,477.04	\$36,094.07	\$37,767.33	\$39,539.69	\$41,377.55	\$42,205.19
SF	14						
	hourly	\$ 18.16	\$ 19.01	\$ 19.89	\$ 20.92	\$ 21.93	\$ 22.36
	weekly	\$ 726.29	\$ 760.37	\$ 795.72	\$ 836.81	\$ 877.03	\$ 894.57
	annual	\$37,767.33	\$39,539.11	\$41,377.55	\$43,513.88	\$45,605.60	\$46,517.86

SF	17											
hourly	\$	24.03	\$	25.05	\$	26.20	\$	27.45	\$	28.68	\$	29.25
weekly	\$	961.03	\$	1,001.94	\$	1,047.84	\$	1,097.90	\$	1,147.17	\$	1,170.11
annual	\$	49,973.33	\$	52,100.98	\$	54,487.70	\$	57,090.60	\$	59,652.94	\$	60,845.72

		Effective 7/5/03										
Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
SF	11											
hourly	\$	14.84	\$	15.46	\$	16.17	\$	16.91	\$	17.70	\$	18.05
weekly	\$	593.60	\$	618.32	\$	646.66	\$	676.28	\$	708.00	\$	722.16
annual	\$	30,866.97	\$	32,152.77	\$	33,626.57	\$	35,166.58	\$	36,815.95	\$	37,552.56
SF	13											
hourly	\$	16.91	\$	17.70	\$	18.52	\$	19.39	\$	20.29	\$	20.70
weekly	\$	676.28	\$	708.00	\$	740.82	\$	775.59	\$	811.64	\$	827.87
annual	\$	35,166.58	\$	36,815.95	\$	38,522.67	\$	40,330.48	\$	42,205.10	\$	43,049.29
SF	14											
hourly	\$	18.52	\$	19.39	\$	20.29	\$	21.34	\$	22.36	\$	22.81
weekly	\$	740.82	\$	775.57	\$	811.64	\$	853.54	\$	894.57	\$	912.47
annual	\$	38,522.67	\$	40,329.89	\$	42,205.10	\$	44,384.16	\$	46,517.71	\$	47,448.22
SF	17											
hourly	\$	24.51	\$	25.55	\$	26.72	\$	28.00	\$	29.25	\$	29.84
weekly	\$	980.25	\$	1,021.98	\$	1,068.80	\$	1,119.85	\$	1,170.12	\$	1,193.51
annual	\$	50,972.80	\$	53,143.00	\$	55,577.45	\$	58,232.41	\$	60,845.99	\$	62,062.63

		Effective 10/2/04										
Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6					
SF	11											
hourly	\$	15.21	\$	15.84	\$	16.57	\$	17.33	\$	18.14	\$	18.51
weekly	\$	608.44	\$	633.78	\$	662.83	\$	693.19	\$	725.70	\$	740.22
annual	\$	31,638.64	\$	32,956.59	\$	34,467.23	\$	36,045.74	\$	37,736.35	\$	38,491.37
SF	13											
hourly	\$	17.33	\$	18.14	\$	18.98	\$	19.87	\$	20.80	\$	21.21
weekly	\$	693.19	\$	725.70	\$	759.34	\$	794.98	\$	831.93	\$	848.57
annual	\$	36,045.74	\$	37,736.35	\$	39,485.74	\$	41,338.74	\$	43,260.22	\$	44,125.52

SF	14						
hourly	\$	18.98	\$	19.87	\$	20.80	\$ 21.87 \$ 22.92 \$ 23.38
weekly	\$	759.34	\$	794.96	\$	831.93	\$ 874.88 \$ 916.94 \$ 935.28
annual	\$	39,485.74	\$	41,338.14	\$	43,260.22	\$45,493.77 \$47,680.65 \$48,634.42

SF	17						
hourly	\$	25.12	\$	26.19	\$	27.39	\$ 28.70 \$ 29.98 \$ 30.58
weekly	\$	1,004.75	\$	1,047.53	\$	1,095.52	\$ 1,147.85 \$ 1,199.37 \$ 1,223.35
annual	\$	52,247.12	\$	54,471.57	\$	56,966.89	\$59,688.22 \$62,367.14 \$63,614.20

		Effective 10/1/05					
Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
SF	11						
hourly	\$	15.59	\$	16.24	\$	16.99	\$ 17.76 \$ 18.60 \$ 18.97
weekly	\$	623.65	\$	649.63	\$	679.40	\$ 710.52 \$ 743.84 \$ 758.72
annual	\$	32,429.61	\$	33,780.51	\$	35,328.91	\$36,946.89 \$38,679.76 \$39,453.65
SF	13						
hourly	\$	17.76	\$	18.60	\$	19.46	\$ 20.37 \$ 21.32 \$ 21.74
weekly	\$	710.52	\$	743.84	\$	778.32	\$ 814.85 \$ 852.73 \$ 869.78
annual	\$	36,946.89	\$	38,679.76	\$	40,472.88	\$42,372.21 \$44,341.73 \$45,228.66
SF	14						
hourly	\$	19.46	\$	20.37	\$	21.32	\$ 22.42 \$ 23.50 \$ 23.97
weekly	\$	778.32	\$	814.84	\$	852.73	\$ 896.75 \$ 939.86 \$ 958.66
annual	\$	40,472.88	\$	42,371.59	\$	44,341.73	\$46,631.11 \$48,872.67 \$49,850.28
SF	17						
hourly	\$	25.75	\$	26.84	\$	28.07	\$ 29.41 \$ 30.73 \$ 31.35
weekly	\$	1,029.87	\$	1,073.72	\$	1,122.90	\$ 1,176.55 \$ 1,229.35 \$ 1,253.93
annual	\$	53,553.29	\$	55,833.36	\$	58,391.06	\$61,180.43 \$63,926.32 \$65,204.55

		Effective 6/30/06					
Salary Plan	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
SF	11						
hourly	\$	15.75	\$	16.40	\$	17.15	\$ 17.94 \$ 18.78 \$ 19.16
weekly	\$	629.88	\$	656.12	\$	686.20	\$ 717.62 \$ 751.28 \$ 766.31
annual	\$	32,753.90	\$	34,118.31	\$	35,682.20	\$37,316.36 \$39,066.56 \$39,848.19

SF	13						
	hourly	\$ 17.94	\$ 18.78	\$ 19.65	\$ 20.57	\$ 21.53	\$ 21.96
	weekly	\$ 717.62	\$ 751.28	\$ 786.11	\$ 823.00	\$ 861.25	\$ 878.48
	annual	\$37,316.36	\$39,066.56	\$40,877.61	\$42,795.94	\$44,785.15	\$45,680.95
SF	14						
	hourly	\$ 19.65	\$ 20.57	\$ 21.53	\$ 22.64	\$ 23.73	\$ 24.21
	weekly	\$ 786.11	\$ 822.99	\$ 861.25	\$ 905.72	\$ 949.26	\$ 968.25
	annual	\$40,877.61	\$42,795.31	\$44,785.15	\$47,097.42	\$49,361.40	\$50,348.79
SF	17						
	hourly	\$ 26.00	\$ 27.11	\$ 28.35	\$ 29.71	\$ 31.04	\$ 31.66
	weekly	\$ 1,040.17	\$ 1,084.46	\$ 1,134.13	\$ 1,188.31	\$ 1,241.65	\$ 1,266.47
	annual	\$54,088.83	\$56,391.70	\$58,974.97	\$61,792.23	\$64,565.59	\$65,856.60

Section 2 Night Shift Work. Effective July 1, 1985, whenever in the course of his/her regular service an employee works a night shift, he/she shall be paid a night shift differential of forty dollars (\$40.00) per week in addition to his/her regular pay. The term "night shift" shall mean a regular work shift four (4) or more hours of which occur between 7:00 P.M. on one day and 8:00 A.M. on the next succeeding day, except that in the Parks and Recreation Department it shall mean a regular work shift four (4) or ore hours of which occur between 6:00 P.M. on one day and 8:00 A.M. on the next succeeding day.

Section 3 Rule 8(d) of the 1963 Plan shall apply on provisional promotion as well as on permanent promotion.

Section 4 Mileage allowance shall be twelve cents (12 ¢) per mile.

Section 5 The City and the Union shall create a joint Compensation Grade Appeal Committee (Committee) comprised of up to two (2) individuals designated by the Union and up to two (2) individuals designated by the City. The Committee shall meet periodically in order to review a claim by the Union that certain position(s) should receive a compensation upgrade. The Committee may ensure that a job audit is completed as part of its review.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In considering an appeal, the Committee shall not examine changes in the job content in the position for which the appeal is claimed that occurred prior to the effective date of this Agreement. Rather, the review shall be restricted to a review on the issue of whether, after the effective date of this Agreement, there was a fundamental and substantial change in the job content of such position that could have the effect of changing its compensation grade. Further, the review shall not consider perceived changes in job duties related to new technology, state or federal mandates, and/or increases in the volume of work or duties.

At the completion of its review, the Committee shall issue a non-binding recommendation to the City relative to the claim. The Union has the right to file and advance a grievance filed over the outcome of such recommendation under and in conformance with Article VII of this Agreement except that in no event

shall such grievance be subject to arbitration without the written agreement of the City of Boston's Office of Labor Relations.

In the event that the Committee unanimously recommends an upgrade, written agreement from the Office of Labor Relations shall not be withheld. Such arbitration shall be a de novo proceeding based on the standards set forth in paragraph two (2) of this section. In such arbitration, the Committee's recommendation and deliberations are not admissible. Furthermore, the arbitrator shall draw no inferences or base any findings on the fact that the dispute is before him/her.

The Union agrees that any position for which an appeal is made was properly graded on the effective date of this Agreement. In any arbitration case arising from any such appeal, the arbitrator shall not examine changes in job content which occurred prior to the effective date of this Agreement in the position for which the appeal is claimed, but shall restrict himself to the sole issue whether, after the effective date of this Agreement, there was a change in the job content of such position which should have the effect of changing its compensation grade.

Section 6 No moneys shall be paid under this Agreement unless and until the funds necessary to implement this Agreement have been appropriated.

Section 7 Effective January 1, 1973, an employee with not less than one year of service who is not a permanent employee shall be advanced to the step next higher in his/her pay grade, and thereafter shall automatically advance to the next higher step, if any, unless he/she fails a Civil Service examination or fails to take a scheduled Civil Service examination without reasonable cause. An employee who on January 1, 1973 has less than one year of service or who is hired thereafter shall receive step-rates under this provision except that his anniversary date shall be date of hire.

Section 8 No employee shall lose pay upon promotion (e.g. when promoted from a position to which he had been provisionally promoted).

Section 9 The City's contribution to group hospitalization insurance premiums shall be seventy-five percent (75%) of total premium, including Master Medical, or the dollar equivalent of all approved and authorized health maintenance organizations. The City expressly reserves its right to add or subtract from the health insurance plans offered to its employees, in accordance with M.G.L. c. 32B.

Section 10 Effective July 1, 1998 and thereafter, there shall be a longevity program for all employees in the unit, as follows:

Employees with (10) ten years of service shall receive \$ 215.00.

Employees with (15) fifteen years shall receive \$265.00 per year.

Employees with (20) twenty years shall receive \$315.00.

Employees with (25) twenty-five years shall receive \$365.00.

Payment of the longevity amount shall be due on the employee's anniversary date.

Section 11 Compensation for work performed by employees on Christmas day only shall be at a double time rate.

Section 12 The City agrees to compensate the employee who fills in for the Chief Power Plant Engineer during his vacation at the rate of the vacationing Chief Power Plant Engineer.

Section 13 There shall be a weekend differential of 60 ¢ for each hour worked between 11:00 P.M. Friday and 7:00 A.M. Monday.

Section 14 Each employee of the bargaining unit will receive a maximum of one hundred dollars (\$100.00) allowance per calendar year provided that the employee furnishes receipts to the employer. Under no circumstances shall this tool allowance exceed \$100.00 per calendar year.

ARTICLE XIXA

DENTAL/VISION

The City agrees to seek to join the Massachusetts Public Employees Fund in order to effectuate a dental/vision plan for its employees subject to the following terms:

- (a) Effective January 1, 2001, the City shall commence contributions, not to exceed ten dollars and forty-four cents (\$10.44) per week per employee, to the Fund.
- (b) Effective July 1, 2001, the dental/vision plan shall be available to all employees.
- (c) No dispute or claim relative to any and all aspects of the dental/vision plan, including but not necessarily limited to claims related to the Fund's administration of such plan, the level of benefits provided by such plan, and/or any modification(s) to such plan, is subject to Article VII (Grievance Procedure) of the collective bargaining agreement.

ARTICLE XX

DRUG TESTING POLICY

The City of Boston and the International Brotherhood of Firemen & Oilers recognize that the illegal use of drugs, the abuse of prescription medication, and the abuse of alcohol by members of the Department pose serious threats to the public welfare as well as to the employees of the Department.

The goal of this rule is to detect and to prevent substance abuse whenever possible and to assist in the rehabilitation of employees rather than to terminate the employment of members who are abusing drugs and / or alcohol.

TESTING FOR PRESENCE OF SUBSTANCE(S) ABUSE:

A. Standard for Testing

The Department's Commissioner, or his/her designee, based upon reasonable suspicion may require that a union member submit to substance screening by urinalysis which shall be administered by a competent testing laboratory. This testing laboratory shall be a member of the National Institute for Drug Abuse.

"Reasonable suspicion" is belief based on objective and articulable facts sufficient to lead a prudent member to suspect that an employee is using, is in possession of, or control of, or is under the influence of, drugs or alcohol while on duty.

Circumstances which may constitute a basis for reasonable suspicion include, but are not limited to, the following:

- Direct observation of drug/alcohol use while on duty;
- Member found to be in possession of alcohol/drugs while on duty;
- Spontaneous unusual, abnormal, erratic, or unacceptable behavior or behavior which otherwise indicates that the member is under the influence of an intoxicating substance (e.g.) the presence of bloodshot eyes, glassy eyes, slurred speech, lack of coordination or other indications of intoxication or substance abuse;
- Documented pattern of unusual, erratic, or unacceptable behavior;
- Extended or patterned sick leave use which indicates that the member is unable to work due to substance abuse;
- An on-duty accident in which safety precautions were violated or careless acts were performed;
- Reporting for work unfit for duty.

B. Prohibited Conduct

The following conduct related to the use of drugs and alcohol is prohibited. Any employee who engages in prohibited conduct will be disciplined, up to and including termination:

- *Prohibited Use of Alcohol*

Consumption, possession, manufacture, distribution, dispensation, sale or storage (including in a desk, a locker, a motor vehicle, or any other repository) of alcohol on City property, on City business, in City supplied vehicles, in vehicles being used for City purposes, or during work hours, or during any break is prohibited.

Further, the City of Boston prohibits employees who leave City property during work hours to consume alcohol if they will be returning to work, e.g., drinking during lunch is prohibited.

Any alcohol misuse that could affect the safe performance of an employee's duties is prohibited.

Specifically, an employee is prohibited from:

- Having any detectable amounts of alcohol in his/her system during, just before, or just after performing their duties;
- Having a blood alcohol concentration of .02 % or greater, upon reporting for work, before, during or just after performing his/her duties, is in violation of the City's policy and the employee will be subject to discipline up to and including termination.

- *Prohibited Use of Drugs*

All use of drugs is prohibited at any time. Having any detectable amount of drugs in an employee's system is a violation of the City's policy. The following conduct is prohibited:

- Use, possession, manufacture, distribution, dispensation, sale or storage (including in a desk, a locker, a motor vehicle, or any other repository) of a controlled substance, illegally used drug or drug paraphernalia on City property, on City business, in City supplied vehicles, in vehicles being used for City purposes, or during working hours;
- Failure to notify a supervisor of the legitimate use of a drug (i.e., prescription medication) that may adversely effect the employee's performance of his/her duties.
- Prohibited conduct related to drugs and alcohol is prohibited:
- Switching, adulterating, or committing any other misconduct pertaining to any breath, urine or blood sample;
- Refusing to submit to an inspection when required under this Policy;
- Refusing to submit to a new hire probationary, reasonable suspicion, or follow-up drug or alcohol test when required;

A refusal to submit to such test is treated as a positive test result.

- Disclosing to individuals, other than a need to know basis of information pertaining to alcohol and/or drug testing referrals, results of such testing or treatment referrals:
- Failing to adhere to any of the requirements of a mandatory referral to EAP.

C. Procedures for Testing

All Departmental members initiating testing action on the basis of reasonable suspicion will be required to detail in writing, the specific facts, symptoms, or observations which form the basis for their conclusion that reasonable suspicion existed to warrant testing of the member.

The results of the test shall be provided by the Laboratory only to the Commissioner and/or his/her designee, who shall provide a copy of the results to the member.

A member who fails to undergo a test as ordered, or who fails to provide a test sample as directed by the testing laboratory, will be subject to disciplinary action including possible termination.

A member may also be tested as part of a routine testing program instituted as a result of a prior drug or alcohol related disciplinary proceeding for a period of one (1) year.

Members returning from suspension will be tested if such is required by the Commissioner.

Probationary employees will be subject to testing at any time during their probationary period. A confirmed positive test result will be grounds for termination, without recourse.

D. Consequences of a Positive Alcohol and/or Drug Test:

The following will result when an employee has a positive alcohol and/or drug test:

- Any probationary employee who has a positive alcohol and/or drug test will be terminated, without recourse;
- An employee with more than six (6) months of service who has a positive alcohol and/or drug test will be suspended for twenty (20) days without pay, and will be given a mandatory referral to EAP. If said employee fails to abide by the rules of the EAP or refuses to complete the EAP, he/she will be terminated; and
- An employee who has a second positive alcohol and/or drug test will be terminated from his/her position immediately.

D. Consequences of a Refusal to Submit to a Required Alcohol and/or Drug

Test:

- Any refusal to a new hire probationary period test, a reasonable suspicion test, a random test, or a follow-up test, is considered a positive verified drug and/or alcohol test and the consequences of a positive test will apply; and
- Failure to provide an adequate sample for testing without a valid medical explanation, or engaging in conduct that clearly obstructs the testing, constitutes a refusal to submit to a test.

F. Employee Assistance Program

The City of Boston maintains a Employee Assistance Program (EAP) which is available twenty-four hours a day, seven days a week. this Program is for the benefit of all members. Voluntary participation, which is participation because a member believes he/she may benefit by attending meetings of the EAP, is confidential and is at the option of the member.

G. Mandatory Participation

There may be occasions when the Commissioner and/or his/her designee, shall require that a member participate in the EAP, such as, for example, when a member has been ordered to participate due to a violation of the Rules and Regulations of the Department. In such circumstances, the requirements for

mandatory participation in the EAP require that the employee strictly follow the plan as set out by the EAP Coordinator. The Program Coordinator will advise the Commissioner and/or his/her designee if the member's participation complies with the above. Discipline up to and including termination, for failure to abide by the agreement, will be preferred against a member.

ARTICLE XXI

DURATION OF AGREEMENT

Section 1 Except as otherwise provided herein, this Agreement shall take effect on the date of execution and continue in full force and effect through June 30, 2006. Should a successor agreement not be executed by July 1, 2006, this agreement shall remain in full force and effect until a successor agreement is executed. On or after March 15, 2006, the Union or the Municipal Employer may notify the other of the terms and provisions it desires in a successor agreement. The parties shall proceed forthwith to negotiate with respect thereto.

Notification under this Article shall be accomplished by the Union's delivering a copy of its proposals to the Office of Labor Relations, or vice versa.

LETTER OF UNDERSTANDING

In consideration of the mutual covenants set forth herein, the County of Suffolk and the National Conference of Firemen and Oilers, Local 3, AFL-CIO, agree as follows:

1. The Employer agrees that the practice of Firemen and Engineers operating and maintaining HVAC equipment shall continue for the duration of this Agreement.
2. In the event of the closing of any City or County facility with employees covered by this contract, the Employer shall make every effort to relieve displaced employees at another facility in a comparable position at a comparable salary. This provision shall not be interpreted to require the Employer to act in violation of M.G.L. c. 31 or any union contract. In the event of a closing, the Employer and the union shall negotiate bumping language for displaced employees, provided that such negotiations shall not delay the closing of any facility.